

AVAILABILITY (South Carolina only)

This program is suspended but remains available through the September 2009 billing. Available on a voluntary basis, at the option of the Company, to up to 1200 general service customers, who would otherwise be served on Rate Schedules G or GA, who have been at the same location and have kilowatt-hour (kWh) usage history for the past twelve (12) consecutive months. The customer must also have a minimum daily usage of 5 kWh, a maximum demand of not more than 28 KW, and have a satisfactory payment record.

PROGRAM PROVISIONS

Under this program, the Company will estimate the monthly kWh usage for the ensuing 12 month period based on the Customer's previous historical metered usage, adjusted to reflect normal weather and for expected changes in usage. The Customer's expected usage for each month will be calculated on the Customer's applicable rate schedule. The resulting sum of the expected monthly bills, plus a 4.4 % risk fee, will be divided by 12, and a \$1.00 per month administrative fee will be added to determine the Fixed Payment amount to be paid by the Customer each month in lieu of charges for the actual kilowatt-hours used calculated on the Customer's applicable rate schedule. Pursuant to Duke Power Service Regulations, bills rendered for periods of less than 25 or more than 35 days will be prorated on the basis of a normal 30-day billing period.

If the Customer is not currently a Customer on the Fixed Payment Plan, the Company shall provide to the Customer the calculation of the Fixed Payment amount for the Program Year and the minimum, maximum and average monthly charges the Customer has paid in the previous 12 months. If the Customer currently is a Customer on the Fixed Payment Plan Program, the Company shall provide to the Customer the current and new Fixed Payment amounts and the minimum, maximum and average monthly charges the Customer would have paid in the previous 12 months in the absence of the Customer's participation on the Fixed Payment Plan Program. The Fixed Payment amount will not include usage or charges for additional services including but not limited to outdoor lighting or other separately metered services. Service under this program requires that the Customer enroll prior to the beginning of a specified "Program Year" as determined by the Company.

PAYMENT

The monthly bill rendered under this program is due and payable in accordance with the applicable Rate Schedule and Service Regulations of the Company. The charges associated with additional services (such as outdoor lighting) will be determined in accordance with the applicable rate schedules for such service.

CONTRACT PERIOD

Service under this program shall commence with the first billing period of a designated "Program Year," each year for a minimum one-year term, renewable annually, at the option of both parties. Each year prior to the anniversary of the original contract, the Company shall review the Customer's account, and prepare a new Fixed Payment amount for the following contract year. The new Fixed Payment Plan amount for the next year and the information described above shall be provided to the customer at least 30 days prior to the end of the then current Program Year. A new Fixed Payment contract and amount will commence each successive Program Year unless terminated by the Customer or the Company.

If during the Program Year the Customer's demand exceeds 28KW in a billing period the Company will terminate the Customer's service under this program and the Customer will be billed under a standard service tariff for that billing period.

The Customer may terminate the contract at the end of any Program Year at no charge. The Customer may terminate at any time during a Program Year with written notice to the Company to be effective the next billing cycle. In addition, the Company reserves the right to terminate the Customer's service under this program if the Customer's actual kWh usage in each of three consecutive months exceeds the estimated usage by 30% or more, or no longer meets the qualifications of this rate schedule, or for any other violation of this program.

If a Customer requests to be removed from the program during the Program Year and continue service on a standard rate schedule at the same location, or if the Company removes a customer for excessive usage or other violation of the program, the Customer will be charged a \$30.00 termination fee. If a customer ceases to receive service at the same location, or is removed because Customer demand has exceeded 28KW in a billing period, no termination fee will be charged.